

# COUNTY OF SAN BERNARDINO REAL ESTATE PUBLIC AUCTION



**Auction Date:**

Tuesday September 16, 2014 at 11:00 am

**Opening Bid:**

\$9,000,000

**Location:**

Fontana Lewis Library and Technology  
Center  
8437 Sierra Avenue, Fontana

**Bid Deposit Amount:**

\$300,000

\*cashier's check only\*

- 31.66 acres (gross) of vacant land bisected by a concrete flood control channel. Property consists of 11.67 acres to the west and 19.99 acres to the east (gross acreage)
- Portion of APN 0228-091-07
- Located within the Westgate Specific Plan, southeast of the SH 210 and I-15 Interchange, south of Victoria Street, north of Baseline Avenue, in the City of Fontana.

**For more information or to obtain a bid package please contact:**

Jennifer Goodell  
County of San Bernardino  
Real Estate Services Department  
(909) 677-0477 or [jgoodell@res.sbcounty.gov](mailto:jgoodell@res.sbcounty.gov)

## Table of Contents

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- Legal Descriptions and Plats
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- Etiwanda Disposal Site Disclosure
- Draft Purchase and Sale Agreement

# **BID PACKAGE TO PURCHASE REAL PROPERTY**

**PUBLIC AUCTION DATE: September 16, 2014**

The information contained in this package was obtained from sources deemed reliable, but is **NOT** guaranteed, and is furnished solely as an aid to prospective buyers.

**MINIMUM BID - \$9,000,000**

## **BIDDING PROCEDURES:**

1. Complete the Bid Package to Purchase Real Property.
2. Enclose the completed form and the required deposit of \$300,000 by certified or cashier's check in an envelope using the address and identification at the bottom of this page. **NO CASH DEPOSIT WILL BE ACCEPTED.**
3. Make deposit payable to: **ESCROW**
4. The bidder's name and mailing address should be shown on the upper left-hand corner of the envelope.
5. **ENVELOPES NOT PROPERLY MARKED, OR OPENED PRIOR TO THE SALE MAY BE DISQUALIFIED.**
6. **Send by certified mail, or hand deliver with check and Bid to Purchase Real Property to arrive not later than 5:00 p.m., September 15, 2014 to:**

County of San Bernardino  
Real Estate Services Department  
Attn: Jennifer Goodell  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415-0180

**OR hand deliver to bid opening not later than 11:00 a.m., September 16, 2014** at the auction to be held at:

**Fontana Lewis Library and Technology Center  
8437 Sierra Avenue  
Fontana, CA 92335**

7. Bids must be made by a principal desiring to purchase the property or by an agent bearing a notarized authorization or power of attorney, signed by the principal, authorizing the agent to act on the principal's behalf.

8. Minor irregularities in these procedures may be waived at the sole option of the Real Estate Services Department when such irregularities are not in conflict with law.
9. Oral bids will be accepted in accordance with Government Code Section 25531 outlined on the last page of this bid package.

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SEALED BID:	County of San Bernardino
To be opened at 11:00 a.m.	Real Estate Services Department (RES D)
Auction Date: September 16, 2014	Attn: Jennifer Goodell, Real Property Agent II
File No.: 3800 2748	385 N. Arrowhead Ave., 3 <sup>rd</sup> Floor
<u>Location of Auction:</u>	San Bernardino, CA 92415-0180
Fontana Lewis Library and	Direct Line: (909) 677-0477
Technology Center	<a href="mailto:jgoodell@res.sbcounty.gov">jgoodell@res.sbcounty.gov</a>
8437 Sierra Avenue	
Fontana, CA 92335	

## **BID TO PURCHASE REAL PROPERTY**

PROPERTY APN(s): 0228-091-07 (portion)

MINIMUM BID: \$9,000,000

REQUIRED DEPOSIT: \$300,000 (submit with bid)

- TERMS:
- 1) The successful bidder will be required to enter into a purchase and sale agreement provided by the County of San Bernardino.
  - 2) A due diligence period of sixty (60) days will commence upon the approval and execution of the purchase and sale agreement by both parties.
  - 3) The deposit will become non-refundable upon the expiration of the due diligence period.
  - 4) The Buyer will have a maximum of twelve (12) months to complete the escrow/entitlement period beginning the day escrow is opened, unless otherwise extended by both parties.
  - 5) A one-time six (6) month escrow extension may be exercised by the Buyer upon payment of a non-refundable \$150,000 escrow extension fee that shall be applied toward the purchase price.

This sale is subject to the approval of the San Bernardino County Board of Supervisors. Buyer to pay all escrow and title fees and will be required to enter into a Purchase and Sale Agreement upon acceptance of the bid. A copy of the form of the PURCHASE AND SALE AGREEMENT is available for review upon request.

**BIDDING PROCEDURE**

In accordance with California Government Code Section 25531, "Oral Bids", the following will apply:

"Before accepting any written proposal, the board shall call for oral bids. If, upon the call for oral bidding, any responsible person offers to purchase the property or to lease the property, as the case may be, upon the terms and conditions specified in the resolution, for a price or rental exceeding by at least five percent, the highest written proposal which is made by a responsible person, such highest oral bid shall be finally accepted."

**PLEASE COMPLETE THE BID INFORMATION BELOW**

Name of Bidder: \_\_\_\_\_

Buyer Vesting on Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Bid Amount: \$ \_\_\_\_\_

Bidder Signature: \_\_\_\_\_

**\*Please submit with the required \$300,000 deposit in the form of a certified or cashier's check**

## Preliminary Title Report



**Stewart Title of California, Inc**  
 7065 Indiana Avenue, Suite 100  
 Riverside, CA 92506  
 (951) 276-2700 Phone

**PRELIMINARY REPORT**

Order Number : 271490  
 Title Unit Number : 7436  
 Buyer/Borrower Name: :  
 Seller Name: : San Bernardino Co, Flood Control

In response to the above referenced application for a Policy of Title Insurance, Stewart Title of California, Inc. hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referenced to as an Exception on Schedule B or not excluded from coverage pursuant to the printed Schedules, Conditions, and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on covered Risks of said policy or policies are set forth in Exhibit A attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limits of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters, which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report, (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance a binder or commitment should be requested.

Dated as of: April 17, 2014 at 7:30 a.m.

**Update No. 2**

Norm Burdick, Title Officer

When replying, please contact Norm Burdick, Title Officer

## PRELIMINARY REPORT

The form of Policy of Title Insurance contemplated by this report is:

- California Land Title Association Standard Coverage Policy
- American Land Title Association Owners Policy
- American Land Title Association Residential Title Insurance Policy
- American Land Title Association Loan Policy
- CLTA/ALTA Homeowners Policy
- ALTA Short Form Residential Loan Policy (06/16/07)
- 2006 ALTA Loan Policy

## SCHEDULE A

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee

Title to said estate or interest at the date hereof is vested in:

San Bernardino County Flood Control District, a public body corporate

## LEGAL DESCRIPTION

The land referred to herein is situated in the State of California, County of San Bernardino, Unincorporated Area, and described as follows:

All that portion of the west half of the southwest quarter of Section 34, Township 1 north, Range 6 west, San Bernardino Base and Meridian, in the City of Fontana, County of San Bernardino, State of California, lying north of the Pacific Electric Railway Right of Way;

Excepting therefrom that portion conveyed to the State of California in deed recorded January 14, 1990 as Instrument No. 90-234201 and July 17, 2007 as Instrument No. 07-420465 of Official Records.

APN 0228-091-07-0

(End of Legal Description)

## SCHEDULE B

At the date hereof, exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy or policies would be as follows:

### Taxes:

- A. General and special city and/or county taxes, bonds or assessments which may become due on said land, if and when title to said land is no longer vested in a governmental or quasi-governmental agency. Tax parcel(s) for said land are currently shown as 0228-091-07-0.
- B. Assessments, if any, for Community Facility Districts affecting said land which may exist by virtue of assessment maps or notices filed by said districts. Said assessments are collected with the County Taxes.
- C. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5 (commencing with Section 75) of the Revenue and Taxation Code of the State of California.

### Exceptions:

- 1. Water rights, claims or title to water in or under said land, whether or not shown by the public records.
- 2. Title to, and easements in, any portion of the land lying within any highways, roads, streets, or other ways.
- 3. Reservations and exceptions in the Patent recorded April 26, 1890 in Book C, Page(s) 469 of Patents.
- 4. The fact that the ownership of said land does not include any rights of access to the state freeway, said rights having been relinquished together with a waiver of any claims for damages, in the deed from San Bernardino County Flood Control District, to the State of California, recorded June 14, 1990 as Instrument No. 90-234201 of Official Records.
- 5. A waiver in favor of the State of California of any claims for damages to said land by the reasons of location, construction, landscaping or maintenance shown in connection with a highway contiguous thereto, contained in the deed from San Bernardino County Flood Control District.

(End of Exceptions)

NOTES AND REQUIREMENTS

None

## CALIFORNIA "GOOD FUNDS" LAW

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds received by Stewart Title of California, Inc. via wire transfer may be disbursed upon receipt. Funds received via cashier's checks or teller checks drawn on a California Bank may be disbursed on the next business day after the day of deposit. If funds are received by any other means, recording and/or disbursement may be delayed, and you should contact your title or escrow officer. All escrow and sub-escrow funds received will be deposited with other escrow funds in one or more non-interest bearing escrow accounts in a financial institution selected by Stewart Title of California, Inc.. Stewart Title of California, Inc. may receive certain direct or indirect benefits from the financial institution by reason of the deposit of such funds or the maintenance of such accounts with the financial institution, and Stewart Title of California, Inc. shall have no obligation to account to the depositing party in any manner for the value of, or to pay to such party, any benefit received by Stewart Title of California, Inc.. Such benefits shall be deemed additional compensation to Stewart Title of California, Inc. for its services in connection with the escrow or sub-escrow.

If any check submitted is dishonored upon presentation for payment, you are authorized to notify all principals and/or their respective agents of such nonpayment.

### Wire Instructions

If you anticipate having funds wired to Stewart Title of California, Inc., our wiring information is as follows:

Additional Note: Direct wire transfers to:

Union Bank of California  
1980 Saturn Street  
Monterey Park, CA 91755

Routing Number: 122000496  
Credit to Stewart Title of California, Inc.  
Sub-Escrow Trust Account  
Account Number: 9120050750  
Reference Order Number: 271490  
Title Unit Number: 2794  
Title Officer Name: Norm Burdick

When instructing the financial institution to wire funds, it is very important that you reference Stewart Title of California, Inc.'s order number.

Should you have any questions in this regard please contact your title officer immediately.

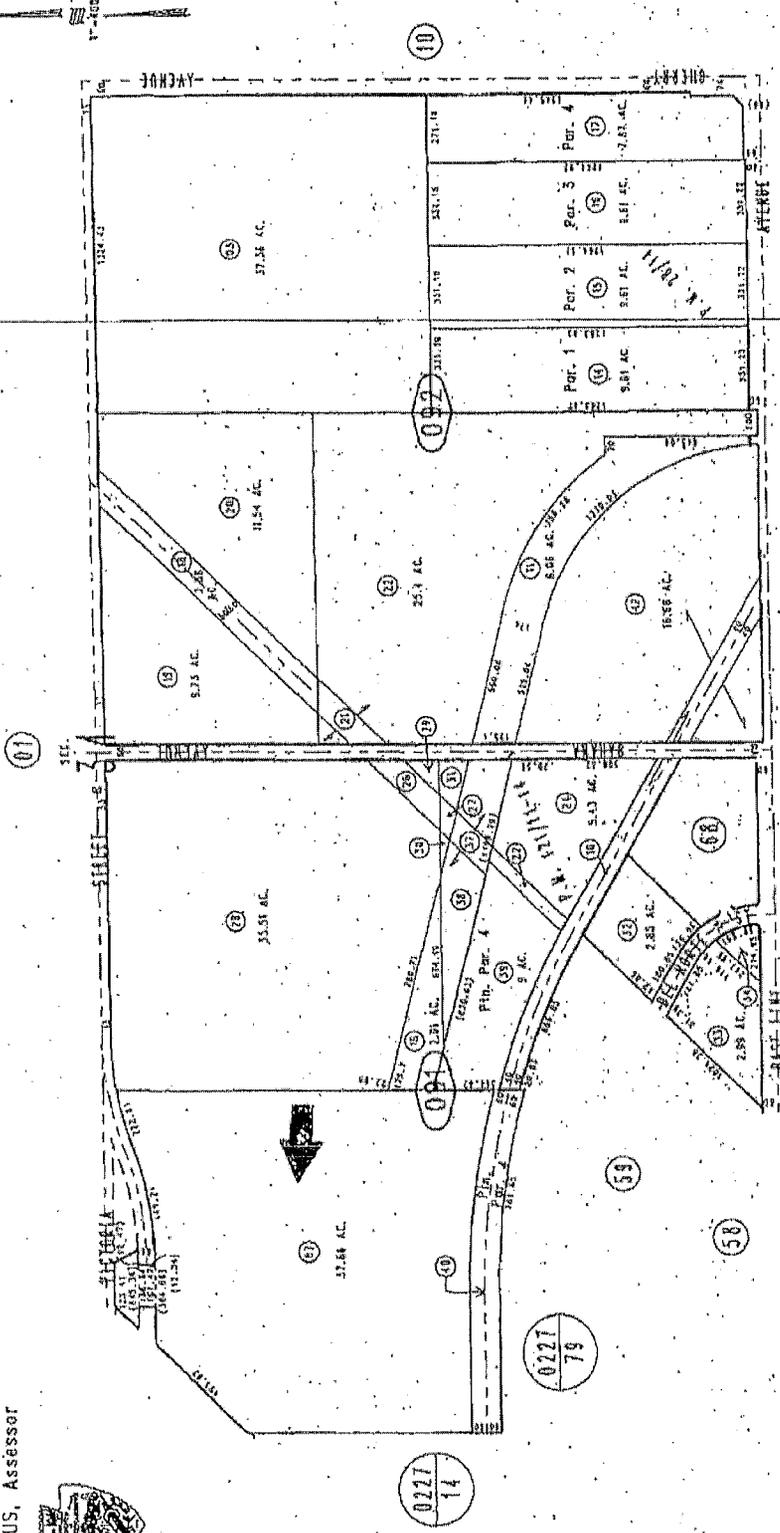
0228-09

City of Fontana  
Tax Rate Area  
10007

S.1/2 Sec.34, T.1N.,R.6W., S.B.B.&M.

THIS MAP IS FOR THE PURPOSE  
OF AS FUTURE CLARIFYING ONLY.

POSTNUS, Assessor



REVISED  
01/09/07 LR  
05/05/06 LL  
06/20/06 SL  
03/07/04 BK

Assessor's Map  
Book 0228 Page 09  
San Bernardino County

IMPORTANT: This is not a plat or survey. It is  
furnished as a convenience to locate the land  
indicated hereon with reference to streets and  
other land. No liability is assumed by reason of  
reliance hereon.

STEWART TITLE

Plat, Parcel Map No. 18526, P.W. 121A11-14  
Parcel Map No. 1957, P.W. 28/13

February, 2004.

## Legal Descriptions and Plats

# EXHIBIT "A"

A portion of that part of the West half of the Southwest quarter of Section 34, Township 1 North, Range 6 West, San Bernardino Meridian, said part being that parcel of land, described as Parcel 1 in deed to the San Bernardino County Flood Control District, recorded June 30, 1941, in Book 1482, page 444, Official Records of said County, said portion being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 34;

Thence North 00°18'35" East, along the West line of said Section 34, a distance of 1,235.82 feet to the intersection point of the West line of said Section 34 with the Northerly line of the Pacific Electric Railway Right-of-Way, as described in document recorded March 19, 1913 in Book of Deeds 523, Page 114, Records of said County, said point being the Southwest corner of Said Flood Control parcel and said point also being the **POINT OF BEGINNING**;

Thence South 89°50'07" East, along said Northerly line, a distance of 438.33 feet;

Thence leaving said Northerly line, North 18°50'18" East, a distance of 59.81 feet;

Thence North 01°50'35" East, a distance of 1,029.30 feet;

Thence North 27°54'42" West, a distance of 149.46 feet, to a point on the Southerly line of that parcel granted to the State of California, described in deed recorded on June 14, 1990, as Instrument # 90-234201, Official Records of said County;

Thence along said Southerly line, North 89°43'34" West, a distance of 68.81 feet to an angle point in said Southerly line;

Thence continuing along said Southerly line, South 44°40'17" West, a distance of 493.98 feet to a point on the West line of said Section 34, said point being the most Southwesterly corner of said State parcel;

Thence South 00°18'35" West, along said West line, a distance of 865.23 feet to the **POINT OF BEGINNING**.

Containing 508,560 square feet (11.67 acres more or less)

<u>Job No.</u> 961801
<u>Prepared By</u> SG

This legal description was prepared by me or under my direction.

By: Thomas R. Williams  
Thomas R. Williams, P.L.S. # 8059

Date: 11/28/12



Etiwanda Creek Channel  
Parcel 102  
1D090/09002  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012

EXHIBIT "B"

VICTORIA

STREET

WEST LINE OF SECTION 34

1-15 R/W

S44°40'17"W  
493.98'

O.R. 30-234201  
3.85 AC. ±

ETIWANDA CHANNEL

SAN SEVAINE CHANNEL

L1  
N18°50'18"E  
59.81'

L2  
N27°54'42"W  
149.46'

L3  
N89°43'34"W  
68.81'

C1  
L=457.23'  
Δ=19°39'11"  
R=1333.00'

C2  
L=222.87'  
Δ=10°04'43"  
R=1267.00'

C3  
L=671.30'  
Δ=13°06'48"  
R=2933.08'

61  
D

PORTION OF APN  
0228-091-07

11.67 ACRES ±

O.R. 1482/444  
42.5 ACRES ±

S00°18'35"W  
865.23'

865.23'

1029.30'  
N01°50'38"E

N00°15'46"E  
1220.19'

1465.57'  
N00°18'13"E

438.33'  
S89°50'07"E

Pacific Electric Railway Right-of-Way

N00°18'35"E  
1,235.82'

P.O.B.

33 34 T1N, R6W  
4 3 S.B.M.

P.O.C.

102  
D

36  
D

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

 - 11.67 Ac. ± parcel to be relinquished

D.P. 1.700/40



SCALE  
1"=200'

ETIWANDA/ SAN SEVAINE  
CREEK SYSTEMS  
PORTION SECTION 34  
T1N, R6W, S.B.M.  
CITY OF FONTANA

SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT

REVISIONS	DRAWN BY	DATE
	SD	11/28/12
FILE NO.		
D.P. 1.700/40		

file path:

# EXHIBIT "A"

A portion of that part of the West half of the Southwest quarter of Section 34, Township 1 North, Range 6 West, San Bernardino Meridian, said part being that parcel of land, described as Parcel 1 in deed to the San Bernardino County Flood Control District, recorded June 30, 1941, in Book 1482, page 444, Official Records of said County, said portion being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 34;

Thence North  $00^{\circ}18'35''$  East, along the West line of said Section 34, a distance of 1,235.82 feet to the intersection point of the West line of said Section 34 with the Northerly line of the Pacific Electric Railway Right-of-Way as described in document recorded March 19, 1913 in Book of Deeds 523, Page 114, Records of said County;

Thence along said Northly line, South  $89^{\circ}50'07''$  East, a distance of 484.11 feet, to the beginning of a tangent curve, concave Southerly, having a radius of 11,527.42 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}09'00''$ , an arc distance of 30.18 feet, to the beginning of a compound curve, concave Southerly, having a radius of 5,797.85 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}18'00''$ , an arc distance of 30.36, feet to the beginning of a compound curve, concave Southerly, having a radius of 3,888.00 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}27'00''$ , an arc distance of 30.54 feet to the beginning of a compound curve, concave Southerly, having a radius of 2,933.08 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $01^{\circ}43'09''$ , an arc distance of 88.00 feet to the **POINT OF BEGINNING**;

Thence continuing Easterly along said curve, and said Northerly line, through a central angle of  $13^{\circ}06'45''$ , an arc distance of 671.25 feet to a point of intersection with the Easterly line of said Flood Control District parcel;

Thence leaving said Northerly line, and along said Easterly line, North  $00^{\circ}18'18''$  East, a distance of 1,465.56 feet, to a point on the Southerly line of that parcel of land granted to the State of California, described in deed recorded on June 14, 1990, as Instrument # 90-234201, Official Records of said County, said point also being the beginning of a non-tangent curve, concave Southeasterly, having a radius of 1267.00 feet, a radial line through said point bears North  $09^{\circ}49'04''$  West;

Etiwanda Creek Channel  
Parcel 103  
1D090/09003  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012

# EXHIBIT "A"

Thence Southwesterly along said curve, and said Southerly line, through a central angle of 10°04'41", an arc distance of 222.86 feet, to the beginning of a reverse curve, concave Northwesterly, having a radius; of 1,333.00 feet;

Thence Southwesterly along said reverse curve, and said Southerly line, through a central angle of 19°39'12", an arc distance of 457.24 feet, to an angle point in said State lands;

Thence leaving said Southerly line, South 00°15'46" West, a distance of 1,220.23 to the **POINT OF BEGINNING.**

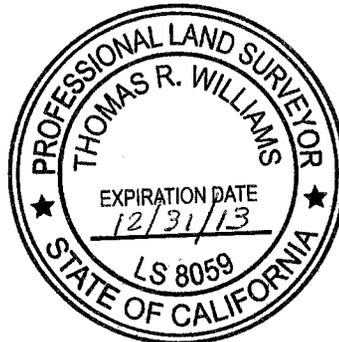
Containing 870,922 square feet (19.99 acres more or less)

<u>Job No.</u> 961801
<u>Prepared By</u> SG

This legal description was prepared by me or under my direction.

By:   
Thomas R. Williams, P.L.S. # 8059

Date: 11/28/12



Etiwanda Creek Channel  
Parcel 103  
1D090/09003  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012

# EXHIBIT "B"

VICTORIA

STREET

WEST LINE OF SECTION 34

I-15 R/W  
 $S44^{\circ}40'17''W$   
 493.98'

O.R. 90-234201  
 3.85 AC. ±

ETIWANDA CHANNEL  
 SAN SEVAINE CHANNEL

L1  
 $N18^{\circ}50'18''E$   
 59.81'  
 L2  
 $N27^{\circ}54'42''W$   
 149.46'  
 L3  
 $N89^{\circ}43'34''W$   
 68.81'

61  
 D

PORTION OF APN  
 0228-091-07

O.R. 1482/444  
 4.25 ACRES ±

C1  
 $L=30.18'$   
 $\Delta=00^{\circ}09'00''$   
 $R=11,527.42'$   
 C2  
 $L=30.36'$   
 $\Delta=00^{\circ}18'00''$   
 $R=5,797.85'$   
 C3  
 $L=30.54'$   
 $\Delta=00^{\circ}27'00''$   
 $R=3,888.00'$   
 C4  
 $L=88.00'$   
 $\Delta=01^{\circ}43'09''$   
 $R=2933.08'$   
 C5  
 $L=671.25'$   
 $\Delta=13^{\circ}06'45''$   
 $R=2933.08'$   
 C6  
 $L=222.86'$   
 $\Delta=10^{\circ}04'41''$   
 $R=1267.00'$   
 C7  
 $L=457.24'$   
 $\Delta=19^{\circ}39'11''$   
 $R=1333.00'$

$S00^{\circ}18'35''W$   
 865.23'

$N04^{\circ}50'35''E$   
 1029.30'

$S00^{\circ}15'46''W$   
 1,220.23'

$N00^{\circ}18'18''E$   
 1455.56'

$N09^{\circ}49'04''W$  (RAD)

$N00^{\circ}18'35''E$   
 1,235.82'

438.33'  
 484.11'  
 $S89^{\circ}50'07''E$

Pacific Electric Railway Right-of-Way

19.99 ACRES ±

33 34 T1N, R6W  
 4 3 S.B.M.  
 P.O.C.

36  
 D

103  
 D

THIS PLAT IS SOLELY AN AID  
 IN LOCATING THE PARCEL(S)  
 DESCRIBED IN THE ATTACHED  
 DOCUMENT. IT IS NOT A PART  
 OF THE WRITTEN DESCRIPTION  
 THEREIN.

D.P. 1.700/40

 - 19.99 Ac. ± parcel to be relinquished

ETIWANDA/ SAN SEVAINE  
 CREEK SYSTEMS  
 PORTION SECTION 34  
 T1N, R6W, S.B.M.  
 CITY OF FONTANA



SCALE  
 1"=200'

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DRAWN BY	DATE
	S.A.G.	09/23/09
	FILE NO.	
	D.P. 1.700/40	
file path:		

# Proposed Amendment to the Westgate Specific Plan

# Westgate Specific Plan

## Land Use Plan

CITY OF FONTANA, CA

For: Unitex Management Corp.

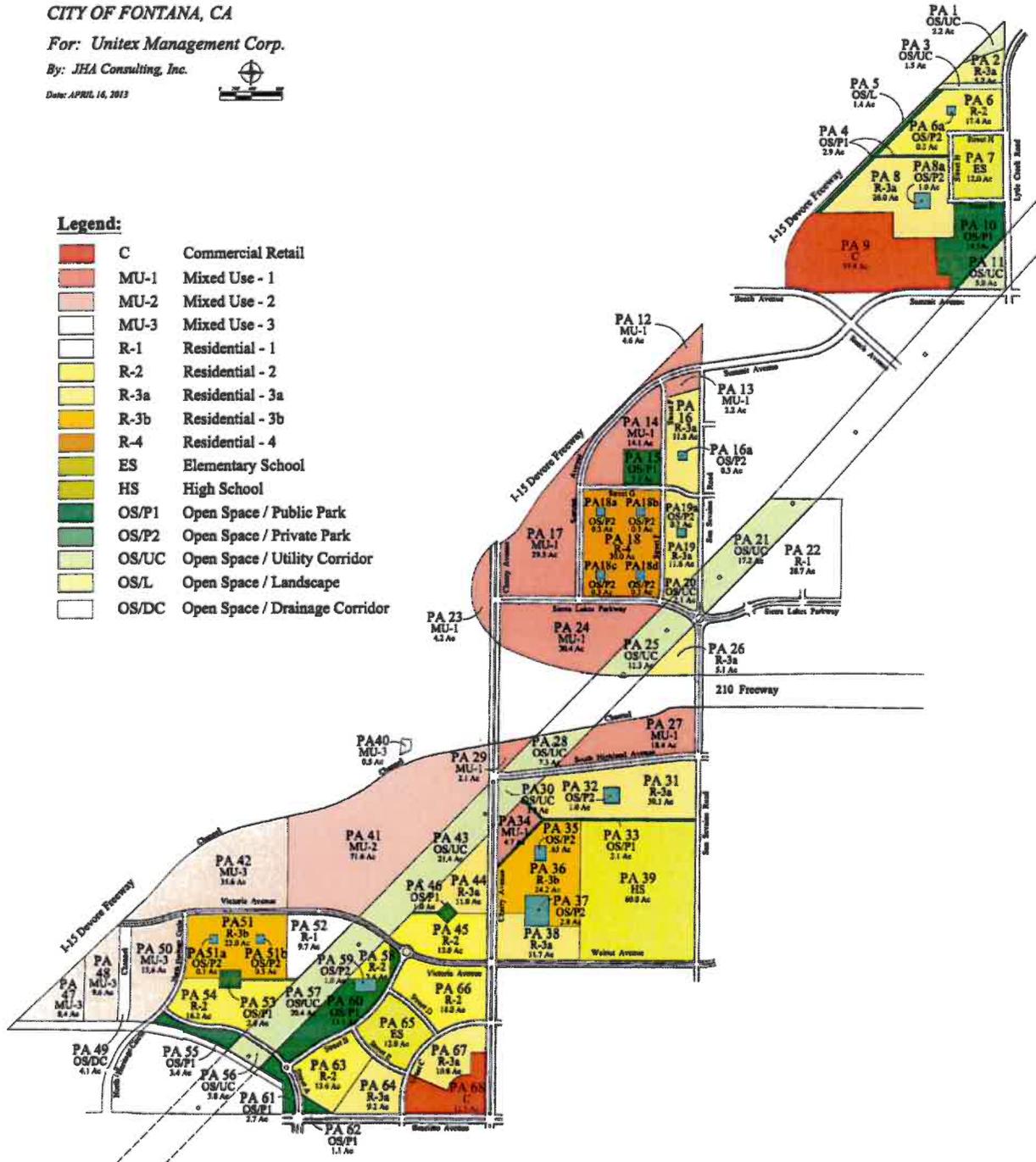
By: JHA Consulting, Inc.

Date: APRIL 16, 2013



### Legend:

	C	Commercial Retail
	MU-1	Mixed Use - 1
	MU-2	Mixed Use - 2
	MU-3	Mixed Use - 3
	R-1	Residential - 1
	R-2	Residential - 2
	R-3a	Residential - 3a
	R-3b	Residential - 3b
	R-4	Residential - 4
	ES	Elementary School
	HS	High School
	OS/P1	Open Space / Public Park
	OS/P2	Open Space / Private Park
	OS/UC	Open Space / Utility Corridor
	OS/L	Open Space / Landscape
	OS/DC	Open Space / Drainage Corridor



## Etiwanda Disposal Site Disclosure

The subject property is located in an area that is in close proximity to the former Etiwanda Disposal Site. The solid waste disposal site appears to have been located south of Victoria Street and just west of and contiguous to the District's property in an area where the 210 Freeway now stands. This site was closed in the 1960's and additional information on file with the County regarding this site is attached.



INQUIRY #: 3684888.5

YEAR: 1953

— = 500'





"Etiwanda Disposal Site"

INQUIRY #: 3684888.5

YEAR: 1966

— = 500'





INQUIRY #: 3684888.5

YEAR: 1976

 = 500'





INQUIRY #: 3684888.5

YEAR: 1990

 = 500'





INQUIRY #: 3684888.5

YEAR: 1994

 = 500'



Postpaid



Stewarda Balk

May 19 - 1947

Atlanta

Dear Mr. Balk

I am writing you  
 in regard to the things  
 that Stewarda says  
 are full of eggs with  
 brush and logs and old  
 oranges you had some  
 one to clean it up  
 in a little while we can  
 get to it I will consider  
 the job you can find  
 one back of the store in  
 a kind of a box the above  
 my address is

Over

January 29, 1948

Hon. Board of Supervisors,  
County of San Bernardino.

Gentlemen:

Following is a report by the County Health Department and the Planning Director on the proposed location of a public dump by M. H. Moore at a point approximately 1/2 mile north of Highland Avenue, and one-fourth mile west of the Day Creek Flood Channel.

This location is outside of the newly constructed interception ditch constructed for Day Creek area, and has a few small washes on it which it was proposed by the applicant to fill. The road to the property is rocky, and not easily traversed, and the general public would not drive the necessary distance to the proposed dumping ground. The applicant does not propose to run a collection truck or trucks, but merely hopes to make sufficient collections from individuals to support the dump and pay him for his time and trouble.

The proposed site is surrounded by land that was cleared a great many years ago, but which has since grown over with the usual wash-land brush. The State Division of Forestry advises against any dump location in this area, due to the fire hazard to the brush-covered conservation land which completely surrounds the site, and which brush-land is a potential hazard to the mountain slopes to the north.

A community need is not shown, as there is a central dump provided for the Etiwanda community. Due to the location, the amount of dumping would not justify the operation, and would merely add a policing problem along the road to the dump.

Therefore, it is recommended that the application be DENIED on the basis of the above findings.

Respectfully submitted,

COUNTY HEALTH DEPARTMENT:

cc- County Health Dept-L. D. Spence  
cc- W.W. Skinner, State Forestry  
3870 Sierra Way, San Bdo.

L. D. SPENCE, Chief Sanitary Inspector

*Harold Zenz*  
HAROLD ZENZ, County Planning Director

HE:bar

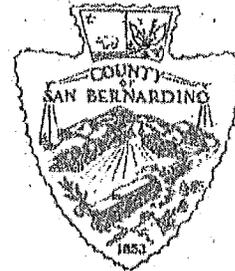
# INTER-OFFICE MEMO

DATE Nov, 12, 1952.

FROM Administrative Services.

TO E. V. Ward, County Flood Control District.

cc: Highway Dept.,  
Health Dept.



SUBJECT Cooperative Dump ground--Flood Basin development.

The conference held this day on the proposal presented by you on the Etiwanda dump-concentration basin development is summarized as follows, and this memo should furnish the basic working pattern for future operations, all as agreed today:

Returned is the sketch of the Etiwanda Dump which illustrates the dual-purpose operation that can be most economically developed, and which sketch shall be the pattern for future proposals.

1. Dual-purpose dumps and basins shall be designated by the Flood Control District and sketches prepared for the Highway and Health Departments.
2. Material placement in each of the dumps shall be coordinated by the Health Department in each case, with combustibles being separated as far as possible, and placed where designated for easiest future disposal.
3. Oil and sewage basins are to be located in dumps only where approval in advance by the Flood Control Engineer is obtained. Health Department control and maintenance is to follow each of such disposal basins.

This guided use of waste material should pay off well in future basin maintenance and construction, and each of the cooperating departments are thanked for their part in developing this plan.

Harold Sims.

November 16, 1955

B. D. Alvarado  
P. O. Box 95  
Etiwanda, Calif.

Dear Sir:

This letter will serve as your authorization to assume duties as caretaker of the Etiwanda dump, located at the east end of Victoria Avenue, Etiwanda.

We will expect you to direct users of the site to the specific area selected by you for dumping and to discourage the dumping of garbage and dead animals. Burning of the dump is under control and direction of the State Division of Forestry through the Etiwanda Station.

In return for your services, you are hereby granted exclusive salvage rights to any and all salvable material dumped on the site.

This agreement will remain in force until cancelled either by you or by the County.

Sincerely,

RICHARD E. ELLIOTT, R. S.  
Director of Sanitation

RRE:tw

cc: State Forestry, Etiwanda

LETTER AGREEMENT

Bernardino Alvarado  
10 Hwy 95  
Clarendon, Calif.

Dear Sir:

This letter agreement is your authority to act as caretaker at the Clarendon Disposal, and gives you the exclusive salvage rights at this site. You may display this letter agreement as evidence of your exclusive salvage rights.

It is understood and agreed that you are acting in the capacity of an independent contractor, and that the County assumes no liability for your acts.

In exchange for the exclusive salvage rights granted you herein you will maintain the disposal site for the County in as neat and orderly a fashion as possible. Salvage materials stored at the disposal site will be kept to a minimum of or removed daily unless you contract with the County to maintain a salvage yard fence.

Good public relations and courteous treatment of the public using this disposal site is essential to this contract, and failure to exercise good judgment in the treatment of the public will be cause for termination of this agreement.

In the event you are no longer caretaker, for any reason, all salvage material you have stored at the site will be removed within 30 days from the County property; and any material not removed within the 30 days will become the property of the County.

This agreement shall continue as long as you properly maintain the disposal site or notify the County that you wish to relinquish the right.

This letter agreement supersedes and voids any caretaker and salvage rights previously granted for the disposal site marker above.

Very truly yours,

M. A. NICHOLAS,  
Road Commissioner

By J. R. Hiller  
J. R. Hiller, Rubbish  
Disposal Superintendent

I hereby agree, as an independent contractor, to perform the functions of caretaker and accept the exclusive salvage rights herein granted.

Bernardino Alvarado

*Hick - Ref to your letter*

*Mc Dougall*

*Hudson*

*11/11*

*6-11353*

Etiwanda, California  
6878 Etiwanda Ave.  
October 30, 1956

Mr. Daniel B. Mikesell, Supervisor  
811 W. Granada Ct.  
Ontario, California

Dear Mr. Mikesell:

I am writing you concerning the possibility of having the "public dump", on Victoria Avenue, moved to some other location on property owned by the San Bernardino County Flood Control District.

The Flood Control office has indicated that it would like to have the site relocated, as every load of material hauled into the present site will eventually have to be moved, in order to create a spreading pond for flood water. The debris could be used to fill uneven ground or re-inforce dikes, instead of filling the present area.

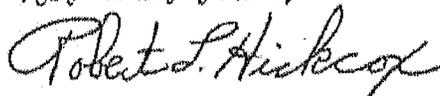
I am a co-owner of Lots 10 and 15 Block "G", Etiwanda Colony Lands. This property is zoned R-1 but the present dump is a nuisance and is depressing to property values. I suggest that the land owned by the Flood Control District east of lots 10 and 15 be used for a combined park or recreation area in conjunction with water conservation. The Etiwanda Area will need a public park as the R-1 property develops.

I sincerely hope that a new site can be found in sections 21, 27 or 28 T1N R6W in the A-1 or M-1 zones, for this necessary but unwelcome dump. Several years ago the Etiwanda Water Co. gave the County of San Bernardino several acres in these sections, for Flood Control purposes. I don't believe it would now be amiss to provide the people in this area, a new dump site that would fit into the present land use pattern in a more satisfactory way than the present location.

I hope that the Flood Control Department, Health Department Park Department and Planning Commission can find a more suitable site in the very near future.

Thank you for your attention in this matter.

Very truly yours,



Robert L. Hickcox

C  
O  
P  
Y

Etiwanda, California  
6878 Etiwanda Ave.  
October 30, 1956

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I hope that the Flood Control Department, Health Department, Park Department and Planning Commission can find a more suitable site in the very near future.

Thank you for your attention in this matter.

Very truly yours,

S/ Robert L. Hickcox

*Etiwanda*  
No. D-7436

PERMIT RB No. D-7436

**PERMITTEE PLEASE NOTE**  
The reverse side of this permit contains information on the laws and rules relating to the use of fire. Permittee should be familiar with such laws and rules before the start of any burning.

STATE OF CALIFORNIA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY  
**RURAL BURNING PERMIT**  
(Pub. Res. Code Sec. 4153)

**FOR ADMINISTRATIVE USE ONLY**  
Ranger Unit SAN BERNARDINO  
Application Dated 1-2 1961

NAME JOHN R. HILLER, RUBBISH DISPOSAL SUPERINTENDANT  
COUNTY OF SAN BERNARDINO, RUBBISH DISPOSAL

Mailing Address 825 E. 3RD STREET SAN BERNARDINO, CALIF.

is hereby permitted to XX COUNTY DUMPS, LOCATIONS LISTED BELOW on land at/near  
Name kind of material MTN, DUMPS  
DEVORE, MENTONE, YUCAIPA, ETIWANDA, PHELAN, HESPERIA AND BELL located in        of Sec         
Give location by street, road, or other identity

Twp        R       , County of SAN BERNARDINO State of California, during the

period JANUARY 1, 1961 to DECEMBER 31, 1961, subject to the following terms:

1. This permit is valid only on land owned or legally controlled by the permittee.
2. The permittee shall comply with all fire laws, ordinances, and regulations.
3. No burning shall be undertaken unless weather conditions (particularly the wind) are such that they can reasonably be considered safe.
4. This permit is now and hereafter suspended at all times of critical fire weather conditions as declared by the State Forester and posted at the office issuing this permit, or by proclamation of the Governor pursuant to Sec. 4176, Pub. Res. Code. Such suspension does not extend the above dates for burning.
5. Unless the burning operation authorized by this permit is confined to an incinerator adequately screened to prevent the escape of sparks or burning material and located in an area cleared of inflammable vegetation, it shall be:
  - (a) Attended by at least one able-bodied adult person at all times.
  - (b) Confined within cleared firebreaks or barriers adequate to prevent it from escaping control.
  - (c) Regulated in size at all times to insure proper control by the number of adult persons attending it.
6. Any county ordinance or fire district regulation prescribing burning hours and conditions shall be observed as indicated hereafter:

shall be confined to hours        A.M. to        P.M. Other requirements: OPEN HOURS, DAY LIGHT BURNING PREFERRED, NIGHT BURNING ONLY AS LAST RESORT

7. At the location of each burning operation or the use of fireworks authorized by this permit, at least one able-bodied adult person shall be in attendance and remain in watch for fire for at least one hour after explosives have been detonated or fireworks discharged.
8. This permit does not relieve the permittee of any duty to use reasonable and ordinary care to prevent damage to the property of others or injury to persons as prescribed by law.
9. When this permit authorizes the burning of inflammable material incident to the processing of forest products, such burning shall be conducted in accordance with the legal standards described in Sec. 4165, Pub. Res. Code.
10. This permit is not transferable or assignable and does not survive to an executor or administrator.

County ordinance (fire district regulation) No. 793 burning         
Additional REQUEST AND OBTAIN PERMISSION FROM NEAREST C.D.F. FIRE STATION BEFORE  
RECOMMENDED SAFEGUARDS: BURNING ALL DUMPS NOT MANNED BY CARETAKER, BURNING TO BE SUPERVISED  
BY MAINTANENACE MAN WITH DOZER OR PICK-UP PUMPER. NO BURNING SUBJECT TO RULES AND  
BURNING DURING ACTUAL OR PREDICTED SANTANA WIND CONDITIONS. REGULATIONS OF THE  
AIR POLLUTION CONTROL DISTRICT,  
San Bernardino County, California

NOTE TO PERMITTEE: PLEASE READ THE REVERSE SIDE OF THIS FORM. IT CONTAINS INFORMATION ON THE LAWS AND RULES RELATING TO FIRE.

I have read and understand the terms of this permit.

Signed X John R. Hiller

Mail Address       

Telephone       

X PERMIT NOT VALID UNLESS SIGNED.

This permit issued 25 day of JANUARY 1961  
under authority of Sec. 4153, Pub. Res. Code.

F. H. RAYMOND, State Forester  
By [Signature] Agent  
Title F. F. FOREMAN/DISPATCHER

Issuing Office SAN BERNARDINO

# INTER-OFFICE MEMO

DATE January 30, 1961

FROM W. W. SKINNER, County Fire Warden

TO JOHN R. HILLER, Rubbish Disposal Supt.



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FIRE PREVENTION  
SUBJECT County Dumps

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X-Ref. Law Enforcement - Burning Permits

1. Attached please find Burning Permit #D-7436 issued to cover your operations for 1961. Please sign both original and copy and return the copy (pink) together with the application to this office.
2. Your attention is called to the conditions requiring permission before burning. C.D.F. personnel have been instructed to base their permission or refusal to burn on Fire Safety factors only without regard to A.P.C.D. alerts. Clearance from A.P.C.D. should be obtained by your office.
3. Also attached for your information and guidance are inspection reports covering the Valley dumps. Inspection of the desert area dumps will be made as soon as time permits.
4. With regard to the Morongo Dump, this is located within Fire Protection District and should be handled by contact with them. C.D.F. personnel will act in an advisory capacity if requested.

*W. W. Skinner*  
W. W. SKINNER  
County Fire Warden

WWS:JLJ:knf

cc: Administrative Services  
M.A. Nicholas, County Engr.  
J.H. Fairweather, A.P.C.D.  
Fire Prevention Bureau  
Dispatcher

## Draft Purchase and Sale Agreement

**PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS  
FOR AUCTION SALES**

This PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the "Agreement") is dated as of \_\_\_\_\_ and is entered into by and between the San Bernardino County Flood Control District, a body corporate and politic of the State of California ("DISTRICT") and \_\_\_\_\_ (BUYER).

**RECITALS**

A. DISTRICT is the owner of the fee simple interest in that certain property (APNs 0228-091-07) located on Victoria Street in the City of Fontana, California consisting of approximately 37.86 acres of vacant land, (the "Property"), as shown on Exhibit "A", attached hereto and made a part hereof by this reference.

B. DISTRICT will retain approximately 6.20 acres of the 37.86 acres that is improved with a concrete flood control channel, which is part of the Etiwanda/San Sevaine System and currently bisects the parcel, and sell the remaining 31.66 acres consisting of 11.67 acres located west of the channel and 19.99 acres located east of the channel (gross acreage).

C. BUYER, the highest bidder, in accordance with California Government Code Section 25531, "Oral Bids", is able to acquire from the DISTRICT, the Property for the highest bid price of \$ \_\_\_\_\_.

D. DISTRICT has determined that the Property is surplus to its needs, and is authorized to sell all or a portion of the property to BUYER for the highest bid in accordance with California Government Code Sections 25526 and 25363.

E. DISTRICT and BUYER agree that the value set by the highest bid on the Property is \$ \_\_\_\_\_,00 and BUYER agrees the purchase of the property is **AS-IS**.

NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions of this Agreement, the DISTRICT and BUYER hereby agree as follows:

Section 1. Recitals.

The recitals set forth above are true and correct and incorporated herein by this reference.

Section 2. Purchase and Sale of Property.

Subject to all of the terms, conditions and provisions of this Agreement and for the consideration set forth below, DISTRICT hereby agrees to sell, convey and transfer to BUYER and BUYER hereby agrees to acquire all of the right, title and interest of DISTRICT in and to the property.

The Property will be conveyed to BUYER when the Purchase Price is paid in full in accordance with this Agreement.

Section 3. Consideration.

As a condition to DISTRICT's performance hereunder, BUYER shall pay to DISTRICT total consideration in the amount of \$\_\_\_\_\_.00 ("Purchase Price") for the Property. As part of the auction for the Property, BUYER has deposited \$\_\_\_\_\_.00 (the "Deposit") with DISTRICT. While held by DISTRICT, the Deposit shall be held in an interest-bearing account and interest accruing thereon shall be for the account of the BUYER. In the event the transaction contemplated hereby is consummated, the Deposit plus interest accrued thereon while in the possession of DISTRICT shall be credited against BUYER's payment obligations hereunder. The Deposit shall be subject to refund to BUYER, or retention by DISTRICT, on the terms and conditions of this Agreement.

Section 4. BUYER's Option of Opening of Escrow.

(a) All expenses incurred in the transfer of title, including but not limited to escrow, title policy, (if required by BUYER), documentary stamps and recording fees are to be paid by BUYER.

(b) If BUYER requests the transfer and sale of the property shall take place through escrow (the "Escrow"), such Escrow shall be administered by an escrow company ("Escrow Holder") of BUYER's choice. The Escrow for the Property shall be deemed open ("Opening of Escrow") upon the receipt by the Escrow Holder of a copy of this Agreement executed by DISTRICT and BUYER. DISTRICT and BUYER shall open escrow within seven (7) days after approval of this Agreement by the DISTRICT's Board of Supervisors.

(c) If this Agreement or Escrow is terminated by DISTRICT for any reason except the BUYER's default, DISTRICT shall be solely responsible to the Escrow Holder for payment of all customary and reasonable escrow cancellation charges to the Escrow Holder without further or separate instruction to the Escrow Holder, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement. If this Agreement or Escrow is terminated due to BUYER's default, then BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder without further or separate instruction, and the parties shall each be relieved and discharged from all further responsibility or liability under this Agreement.

Section 5. Due Diligence Period

As used in this Agreement, the term "Due Diligence Period" shall refer to a period of time to expire at 5:00 p.m., Pacific Time, on the date which is sixty (60) days from the approval and execution of this agreement by both BUYER and DISTRICT to allow the BUYER the opportunity to investigate the condition and suitability of the Property for BUYER's intended use. In the event BUYER finds the Property unsatisfactory for any reason, at its sole discretion, BUYER shall notify DISTRICT and Escrow Agent in writing prior to the expiration of the Due Diligence Period. Thereafter, DISTRICT and BUYER shall have no further obligation to each other and escrow shall be cancelled. BUYER shall pay any cancelation fees. BUYER's failure to give written notice of termination to the DISTRICT on or before the expiration of the Feasibility Period shall constitute an election by BUYER to waive such termination right and proceed with this Agreement.

Section 6. Close of Escrow.

As used herein, "Close of Escrow" means and refers to the date on which the conditions set forth in this Agreement for the close of Escrow for the transfer of the Property have been satisfied, and the Deed is recorded by the Escrow Holder. The Property shall be transferred to BUYER at the Close of Escrow, provided that within the periods of time set forth in this Agreement: (i) BUYER has not terminated this Agreement, (ii) BUYER has accepted the Deed, and (iii) all other conditions of the Close of Escrow set forth in this Agreement have been met and BUYER has paid, or caused to be paid to the Escrow Holder all applicable escrow costs relating to such closing. The Close of Escrow shall occur on a date that is no later than twelve (12) months following the date of the Opening of Escrow. The parties may mutually agree to extend the Close of Escrow up to an additional six (6) months in exchange for the BUYER's one-time payment of \$150,000.00 (One Hundred Fifty Thousand Dollars) ("Escrow Extension Fee") immediately payable and to be released to DISTRICT. This payment will be non-refundable and shall be applied toward the purchase price.

Section 7. Processing of Entitlements

(a) SELLER covenants and agrees that SELLER will reasonably cooperate with BUYER in connection with the processing by BUYER of the entitlements deemed necessary by BUYER for the development of the Property during escrow. SELLER acknowledges that such cooperation shall include whatever actions may be reasonably necessary or helpful to enable BUYER to process its entitlements. Such entitlements to be processed by BUYER shall include, without limitation, the processing of an amendment to the general plan covering the Property, zone change, a tentative subdivision map, a final subdivision map, an environmental impact report, associated development permits and related permits and approvals (collectively "Entitlements"). Such cooperation shall include facilitating BUYER in entering into development agreements, investigating public financing and forming special improvement districts, executing, as may be requested by the City of Chino or any other governmental agency having jurisdiction over the Property, applications, permits or approvals required for the submittal of the Entitlements and, if applicable, executing the final map, if requested by BUYER, and providing BUYER and BUYER's agents, employees and independent contractors access to the Property to perform any investigations or tests necessary for the processing of such Entitlements. The parties acknowledge that the intent of this provision is that SELLER will cooperate with BUYER and participate in such meetings if the City of Chino or other governmental agencies require the owner of the Property to be in attendance at such meetings. To the extent such attendance is required; BUYER will use reasonable efforts to provide SELLER with advance notice and to schedule such meetings at a time which is reasonably acceptable to SELLER. Upon submittal of any such applications, permits, deeds or maps to SELLER, SELLER shall, no later than seven (7) days after delivery of such documents, deliver the same to BUYER

(b) BUYER shall in good faith diligently make all reasonable efforts to obtain entitlements within the twelve (12) month period following the opening of escrow (the "Entitlement Period"). If BUYER is not otherwise in default or in breach of this Agreement, if BUYER should fail to obtain such entitlements within the Entitlement Period by reason of the City of Chino's refusal or failure to amend its general plan, BUYER, at its option, may: 1) cancel escrow and receive a full refund of its deposit together with any accrued interest thereon, or 2) continue escrow a further six (6) month period. However, should BUYER opt to continue escrow beyond the expiration of the original Entitlement Period, and if, for any reason other than

the default or breach of this Agreement by the SELLER, escrow should thereafter fail to close, the deposit, the escrow extension fee, and any accrued interest thereon shall be retained by the SELLER.

Section 8. Escrow Instructions.

In the event BUYER elects to use an Escrow for the transfer and sale of the Property, DISTRICT and BUYER each agree to execute and deliver to the Escrow Holder the customary supplemental written escrow instructions (consistent with the terms of this Agreement) of the Escrow Holder. In the event of a conflict between the additional terms of such customary supplemental escrow instructions of the Escrow Holder and the provisions of this Agreement, this Agreement shall supersede and be controlling. Upon any termination of this Agreement or cancellation of the Escrow, except as results from the default of DISTRICT, BUYER shall be solely responsible for the payment of the escrow cancellation costs of the Escrow Holder.

Section 9. Conveyance of Title.

On or before the Close of Escrow, DISTRICT shall deliver to the Escrow Holder the Grant Deed, in form attached hereto as Exhibit "B" (the "Deed") duly executed and acknowledged by DISTRICT, the Deed shall relinquish the interests of DISTRICT in the Property to BUYER. The Escrow Holder shall be instructed to record the Deed in the Official Records of San Bernardino County, California, if and when the Escrow Holder holds the funds for the DISTRICT as set forth herein and can obtain for BUYER an ALTA owner's extended coverage policy of title insurance ("Title Policy") issued by Stewart Title Company or a title company of BUYER's choice (the "Title Company") with liability in an amount equal to the Purchase Price together with such endorsements to the policy as may be reasonably requested by BUYER, insuring that fee title to the Property is vested in BUYER, free and clear of options, rights of first refusal or other purchase rights, leases or other possessory interests, lis pendens and monetary liens and/or encumbrances and subject only to:

- (a) non-delinquent real property taxes;
- (b) dedication of all streets abutting the Property;
- (c) zoning ordinances;
- (d) utility easements common to any subdivision of which Property is a part; and
- (e) such other title exceptions, if any, resulting from documents being recorded or delivered through Escrow.

Section 10. Inspections and Review.

(a) BUYER shall accept the delivery of possession of the Property (including but not limited to, subterranean structures and soil conditions), in an **"AS IS," "WHERE IS" and 'SUBJECT TO ALL FAULTS" condition.** BUYER hereby acknowledges that it has relied solely upon its own investigation of the Property and its own review of such information and documentation as it deems appropriate. BUYER is not relying on any statement or representation by DISTRICT, any employee, official or consultant of DISTRICT relating to the condition of the Property. DISTRICT makes no representations or warranties as to whether the

Property presently complies with environmental laws or whether the Property contains any hazardous substance. Furthermore, to the extent that DISTRICT has provided BUYER with information relating to the condition of the Property, DISTRICT makes no representation or warranty with respect to the accuracy, completeness or methodology or content of such reports or information.

(b) BUYER, on behalf of itself and its successors, waives and releases DISTRICT and its successors and assigns from any and all costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, arising from or relating to any of the following matters and conditions relating to the Property which exist as of the date of the applicable Close of Escrow: the physical condition of the Property or any above ground or underground improvements thereon, the condition of the soils, the suitability of the soils for the improvement of any proposed project, or any law or regulation applicable thereto.

(c) BUYER expressly waives any rights or benefits available to it with respect to the foregoing release under any provision of applicable law which generally provides that a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time the release is agreed to, which, if known to such creditor, would materially affect a settlement. By execution of this Agreement, BUYER acknowledges that it fully understands the foregoing, and with this understanding, nonetheless elects to and does assume all risk for claims known or unknown, described in this Section 10 without limiting the generality of the foregoing:

The undersigned acknowledges that it has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The undersigned, being aware of this Code section, hereby expressly waives any rights it may have thereunder, as well as under any other statutes or Common law principles of similar effect.

Initials of BUYER: \_\_\_\_\_

(d) The provisions of this Section 10 shall survive the Close of Escrow, and shall be binding upon BUYER.

(e) DISTRICT shall assist and cooperate with BUYER in endeavoring to remove title exceptions unacceptable to BUYER, but DISTRICT shall have no obligation to cause such objections to be removed or to expend any sums in such endeavor, except that DISTRICT shall remove all monetary liens and encumbrances created by or as a result of DISTRICT's activities.

(f) DISTRICT covenants not to further encumber and not to place any further liens or encumbrances on the Property, including, but not limited to, covenants, conditions, restrictions, easements, liens, options to purchase, rights of first offer options to lease, leases, tenancies, or other possessory interests.

DISTRICT also covenants not to authorize others to take any action that adversely affects the physical condition of the Property or its soils to any material extent.

Section 11. Closing Costs, Possession.

(a) BUYER shall pay the premium for the ALTA extended coverage title policy, cost of the Survey and all requested ALTA survey policy endorsements, the cost of recording the Deed and any documentary or other transfer taxes payable on account of the conveyance of the Property to BUYER.

(b) BUYER shall pay 100% of the Escrow Holder's charges and fees which may be charged by the Escrow Holder in connection with the Close of Escrow.

(c) BUYER shall be entitled to exclusive possession of the Property immediately upon the Close of Escrow.

Section 12. Representations and Warranties.

(a) DISTRICT hereby makes the following representations, covenants and warranties:

(1) Power and Authority. DISTRICT has the legal power, right and authority to enter into this Agreement and to execute the instruments and documents referenced herein, and to consummate the transaction contemplated hereby.

(2) Requisite Action. DISTRICT has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) Enforceability of Agreement. The persons executing this Agreement and any instrument or document referenced herein for or on behalf of DISTRICT have been duly authorized to so act on behalf of DISTRICT and this Agreement and any such instrument or document is valid and legally binding on DISTRICT and enforceable against DISTRICT in accordance with their respective terms.

(4) No Litigation. There is no pending or, to the best of DISTRICT's knowledge, threatened claims, action, allegations or lawsuit of any kind, whether for personal injury, property damage, property taxes, or otherwise, that could affect the Property.

(5) No Violation. Neither the execution of this Agreement or the other instruments and documents referenced herein nor the performance by DISTRICT of its obligations hereunder and thereunder shall result in a breach or constitute a default under any agreement, document, instrument or other obligation to which DISTRICT is a party or by which DISTRICT may be bound or under law, statute, ordinance, rule, governmental regulation, state constitution, or any writ, injunction, order or decree of any court or governmental body applicable to DISTRICT.

(6) Operation and Condition Pending Closing. Between the date of this Agreement and the Close of Escrow hereunder, DISTRICT will continue to manage, operate

and maintain the Property in the same manner as existed prior to the execution of this Agreement.

(7) Contracts. There are no contracts or agreements to which DISTRICT is a party relating to the operation, maintenance, development, improvement or ownership of the Property which will survive the Close of Escrow.

All representations and warranties contained in this Section 12(a) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

(b) Warranties and Representations by BUYER. BUYER hereby makes the following representations, covenants and warranties and acknowledges that the execution of this Agreement by DISTRICT has been made in material reliance by DISTRICT on such covenants, representations and warranties:

(1) BUYER has the legal right, power and authority to enter into this Agreement and the instruments and documents referenced herein and to consummate the transactions contemplated hereby. The persons executing this Agreement and such other instruments as may be referenced herein on behalf of BUYER hereby represent and warrant that such persons have the power, right and authority to bind BUYER.

(2) BUYER has taken all requisite action and obtained all requisite consents in connection with entering into this Agreement and the instruments and documents referenced herein and the consummation of the transactions contemplated hereby, and no consent of any other party is required.

(3) This Agreement is, and all instruments and documents to be executed by BUYER pursuant to this Agreement shall be, duly executed by and are or shall be valid and legally binding upon BUYER and enforceable in accordance with their respective terms.

(4) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby shall result in a breach of or constitute a default under any other agreement, document, instrument or other obligation to which BUYER is a party or by which BUYER may be bound, or under law, statute, ordinance, rule governmental regulation or any writ, injunction, order or decree of any court or governmental body applicable to BUYER.

(5) BUYER has made (or will make prior to the Closing Date) an independent investigation with regard to the Property, will have used commercially reasonable efforts to ascertain to its satisfaction the extent to which the Property complies with applicable zoning, building, environmental, health and safety and all other laws codes and regulations, and BUYER's intended use thereof, including without limitation, review and/or approval of matters disclosed by DISTRICT pursuant to this Agreement

All representations and warranties contained in this Section 12(b) are true and correct on the date hereof and on the Closing Date and shall survive the Close of Escrow.

### Section 13. Conflict of Interest.

No member, official or employee of either party having any conflict of interest, direct or indirect, related to this Agreement and the use and development of the Property shall participate

in any decision relating to the Agreement. The parties represent and warrant that they do not have knowledge of any such conflict of interest.

Section 14. Nonliability of Officials and Employees.

No officer, official or employee of DISTRICT shall be personally liable to BUYER, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

Section 15. Indemnification.

BUYER agrees to indemnify and hold DISTRICT and its officers, employees and agents harmless from and against all damages, judgments, costs, expenses and attorney's fees arising from or related to any act or omission of BUYER in performing its obligations hereunder, including such that arise as the result of BUYER's investigations of the Property. DISTRICT shall give BUYER written notice of the occurrence of a claim, litigation or other matters for which DISTRICT seeks indemnity under this Section as promptly as practicable following DISTRICT'S knowledge of the occurrence of such matter and DISTRICT shall reasonably cooperate with BUYER in the defense of any such claim or matter and shall not take any action that would adversely affect BUYER'S defense of such matter.

Section 16. Default.

(a) Default by Buyer; Limitation on Liability; Liquidated Damages. IF BUYER REFUSES OR FAILS TO CONSUMMATE THE CLOSING UNDER THIS AGREEMENT FOR ANY REASON OTHER THAN: (I) THE FAILURE OF AN EXPRESS CONDITION PRECEDENT TO BUYER'S OBLIGATION TO CLOSE, OR (II) ANY OTHER EXPRESS RIGHT OF BUYER SET FORTH IN THIS AGREEMENT TO TERMINATE THIS AGREEMENT, THEN THE DISTRICT'S RETENTION OF THE DEPOSIT AND ESCROW EXTENSION FEE, IF APPLICABLE, PLUS ANY INTEREST ACCRUED THEREON SHALL BE DISTRICT'S SOLE REMEDY FOR BUYER'S FAILURE TO CLOSE, AND BOTH PARTIES SHALL BE RELIEVED OF AND RELEASED FROM ANY FURTHER LIABILITY HEREUNDER. THE PARTIES HAVE AGREED THAT DISTRICT'S ACTUAL DAMAGES, IN THE EVENT OF A DEFAULT BY BUYER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. DISTRICT AND BUYER AGREE THAT THE DEPOSIT AND ESCROW EXTENSION FEE IS A FAIR AND REASONABLE AMOUNT TO BE RETAINED BY DISTRICT AS AGREED AS LIQUIDATED DAMAGES IN LIGHT OF DISTRICT'S REMOVAL OF THE PROPERTY FROM THE MARKET AND THE COSTS INCURRED BY DISTRICT, AND SHALL NOT CONSTITUTE A PENALTY OR A FORFEITURE.

BY PLACING ITS INITIALS BELOW, EACH PARTY SPECIFICALLY CONFIRMS THE ACCURACY OF THE STATEMENTS MADE ABOVE AND THE FACT THAT EACH PARTY WAS REPRESENTED BY COUNSEL WHO EXPLAINED, AT THE TIME THIS AGREEMENT WAS MADE, THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

INITIALS: DISTRICT: \_\_\_\_\_ Buyer: \_\_\_\_\_

(b) Default By DISTRICT; Other Failure To Consummate Agreement. IF CLOSING FAILS TO OCCUR SOLELY AS A RESULT OF (i) A DEFAULT BY DISTRICT IN THE PERFORMANCE OF CONDITIONS PRECEDENT TO CLOSING, OR (ii) THE FAILURE OF A CONDITION BENEFITING BUYER BECAUSE DISTRICT FRUSTRATED SUCH

FULFILLMENT BY SOME AFFIRMATIVE ACT OR OMISSION, AND IF ALL OTHER CONDITIONS TO BUYER'S OBLIGATIONS TO CONSUMMATE THE SALE OF THE PROPERTY TO BE SATISFIED AS OF THE DATE OF SUCH DEFAULT OR FAILURE OF CONDITION HAVE BEEN SATISFIED AT THE TIME OF SUCH DEFAULT OR FAILURE, THEN, UPON NOTICE BY BUYER TO DISTRICT AND ESCROW AGENT TO THAT EFFECT, BUYER SHALL HAVE THE RIGHT, IN BUYER'S SOLE DISCRETION AND AS ITS SOLE AND ONLY REMEDIES HEREUNDER TO THE EXCLUSION OF ALL OTHER POTENTIAL REMEDIES, TO EITHER (I) TERMINATE THIS AGREEMENT AND RECEIVE THE DEPOSIT PLUS ANY INTEREST ACCRUED THEREON IN WHICH EVENT THIS AGREEMENT SHALL AUTOMATICALLY TERMINATE AND BE OF NO FURTHER FORCE OR EFFECT AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, OTHER THAN PURSUANT TO ANY PROVISION HEREOF WHICH EXPRESSLY SURVIVES THE TERMINATION OF THIS AGREEMENT; or (II) BRING AN ACTION FOR SPECIFIC PERFORMANCE, PROVIDED, HOWEVER, THAT ANY SUCH ACTION FOR SPECIFIC PERFORMANCE SHALL BE FILED AND SERVED BY BUYER WITHIN THIRTY (30) DAYS OF THE DATE OF THE ALLEGED DISTRICT'S DEFAULT, IT BEING THE INTENT OF THE PARTIES HERETO THAT ANY FAILURE OF BUYER TO MEET THE TIME DEADLINE SET FOR FILING SHALL BE DEEMED TO BE BUYER'S ELECTION TO WAIVE AND RELINQUISH ANY RIGHTS TO ENFORCE SPECIFIC PERFORMANCE OF THIS AGREEMENT.

INITIALS:      DISTRICT: \_\_\_\_\_      Buyer: \_\_\_\_\_

Section 17.    Miscellaneous.

(a)      This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and together shall constitute one and the same agreement, with one counterpart being delivered to each party hereto.

(b)      All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or state or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or state or national holiday.

(c)      The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions hereof unenforceable, invalid or illegal.

Section 18.    Entire Agreement.

(a)      This Agreement and the exhibits attached hereto constitute the entire understanding and Agreement of the parties.

(b)      This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto with respect to the Property.

(c)      The headings to the paragraphs of this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not in any way affect its interpretation.

Section 19.    Board of Supervisor's Approval.

This agreement is subject to, and will have no force or effect until and unless first approved by the Board of Supervisors of the County of San Bernardino.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

DRAFT

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
As of the dates set forth below

**BUYER :**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

**DISTRICT:**

**SAN BERNARDINO COUNTY FLOOD  
CONTROL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janice Rutherford, Chair  
Board of Supervisors

SIGNED AND CERTIFIED THAT A COPY OF  
THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF THE BOARD

LAURA H. WELCH, Clerk of the Board of  
Supervisors

Approved as to Legal Form:

JEAN-RENE BASLE, County Counsel  
San Bernardino County, California

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Robert F. Messinger, Deputy

Date: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of that part of the West half of the Southwest quarter of Section 34, Township 1 North, Range 6 West, San Bernardino Meridian, said part being that parcel of land, described as Parcel 1 in deed to the San Bernardino County Flood Control District, recorded June 30, 1941, in Book 1482, page 444, Official Records of said County, said portion being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 34;

Thence North 00°18'35" East, along the West line of said Section 34, a distance of 1,235.82 feet to the intersection point of the West line of said Section 34 with the Northerly line of the Pacific Electric Railway Right-of-Way, as described in document recorded March 19, 1913 in Book of Deeds 523, Page 114, Records of said County, said point being the Southwest corner of Said Flood Control parcel and said point also being the **POINT OF BEGINNING**;

Thence South 89°50'07" East, along said Northerly line, a distance of 438.33 feet;

Thence leaving said Northerly line, North 18°50'18" East, a distance of 59.81 feet;

Thence North 01°50'35" East, a distance of 1,029.30 feet;

Thence North 27°54'42" West, a distance of 149.46 feet, to a point on the Southerly line of that parcel granted to the State of California, described in deed recorded on June 14, 1990, as Instrument # 90-234201, Official Records of said County;

Thence along said Southerly line, North 89°43'34" West, a distance of 68.81 feet to an angle point in said Southerly line;

Thence continuing along said Southerly line, South 44°40'17" West, a distance of 493.98 feet to a point on the West line of said Section 34, said point being the most Southwesterly corner of said State parcel;

Thence South 00°18'35" West, along said West line, a distance of 865.23 feet to the **POINT OF BEGINNING**.

Containing 508,560 square feet (11.67 acres more or less)

Job No. 961801
Prepared By SG

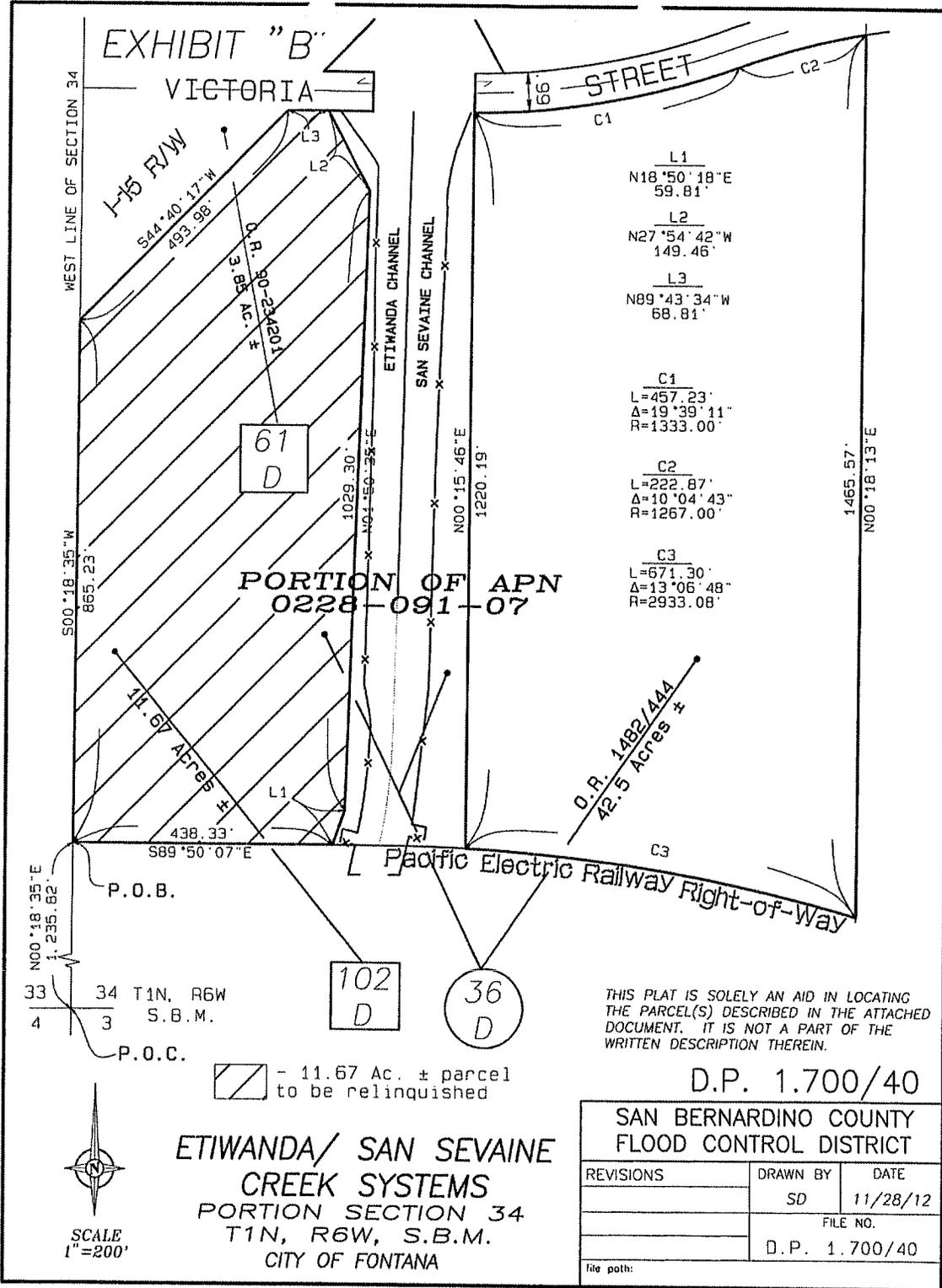
This legal description was prepared by me or under my direction.

By: Thomas R. Williams  
Thomas R. Williams, P.L.S. # 8059

Date: 11/28/12



Etiwanda Creek Channel  
Parcel 102  
1D090/09002  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012



L1  
N18°50'18"E  
59.81'

L2  
N27°54'42"W  
149.46'

L3  
N89°43'34"W  
68.81'

C1  
L=457.23'  
Δ=19°39'11"  
R=1333.00'

C2  
L=222.87'  
Δ=10°04'43"  
R=1267.00'

C3  
L=671.30'  
Δ=13°06'48"  
R=2933.08'

THIS PLAT IS SOLELY AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE ATTACHED DOCUMENT. IT IS NOT A PART OF THE WRITTEN DESCRIPTION THEREIN.

D.P. 1.700/40

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT		
REVISIONS	DRAWN BY	DATE
	SD	11/28/12
FILE NO.		
D.P. 1.700/40		
file path:		

ETIWANDA/ SAN SEVAINE  
CREEK SYSTEMS  
PORTION SECTION 34  
T1N, R6W, S.B.M.  
CITY OF FONTANA



A portion of that part of the West half of the Southwest quarter of Section 34, Township 1 North, Range 6 West, San Bernardino Meridian, said part being that parcel of land, described as Parcel 1 in deed to the San Bernardino County Flood Control District, recorded June 30, 1941, in Book 1482, page 444, Official Records of said County, said portion being more particularly described as follows:

**COMMENCING** at the Southwest corner of said Section 34;

Thence North  $00^{\circ}18'35''$  East, along the West line of said Section 34, a distance of 1,235.82 feet to the intersection point of the West line of said Section 34 with the Northerly line of the Pacific Electric Railway Right-of-Way as described in document recorded March 19, 1913 in Book of Deeds 523, Page 114, Records of said County;

Thence along said Northly line, South  $89^{\circ}50'07''$  East, a distance of 484.11 feet, to the beginning of a tangent curve, concave Southerly, having a radius of 11,527.42 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}09'00''$ , an arc distance of 30.18 feet, to the beginning of a compound curve, concave Southerly, having a radius of 5,797.85 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}18'00''$ , an arc distance of 30.36, feet to the beginning of a compound curve, concave Southerly, having a radius of 3,888.00 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $00^{\circ}27'00''$ , an arc distance of 30.54 feet to the beginning of a compound curve, concave Southerly, having a radius of 2,933.08 feet;

Thence Easterly along said curve, and said Northerly line, through a central angle of  $01^{\circ}43'09''$ , an arc distance of 88.00 feet to the **POINT OF BEGINNING**;

Thence continuing Easterly along said curve, and said Northerly line, through a central angle of  $13^{\circ}06'45''$ , an arc distance of 671.25 feet to a point of intersection with the Easterly line of said Flood Control District parcel;

Thence leaving said Northerly line, and along said Easterly line, North  $00^{\circ}18'18''$  East, a distance of 1,465.56 feet, to a point on the Southerly line of that parcel of land granted to the State of California, described in deed recorded on June 14, 1990, as Instrument # 90-234201, Official Records of said County, said point also being the beginning of a non-tangent curve, concave Southeasterly, having a radius of 1267.00 feet, a radial line through said point bears North  $09^{\circ}49'04''$  West;

Etiwanda Creek Channel  
Parcel 103  
1D090/09003  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012

Thence Southwesterly along said curve, and said Southerly line, through a central angle of 10°04'41", an arc distance of 222.86 feet, to the beginning of a reverse curve, concave Northwesterly, having a radius; of 1,333.00 feet;

Thence Southwesterly along said reverse curve, and said Southerly line, through a central angle of 19°39'12", an arc distance of 457.24 feet, to an angle point in said State lands;

Thence leaving said Southerly line, South 00°15'46" West, a distance of 1,220.23 to the **POINT OF BEGINNING**.

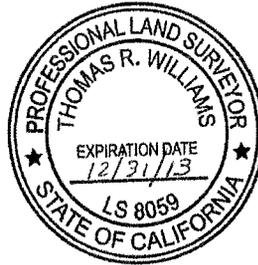
Containing 870,922 square feet (19.99 acres more or less)

<u>Job No.</u> 961801
<u>Prepared By</u> SG

This legal description was prepared by me or under my direction.

By: Thomas R. Williams  
Thomas R. Williams, P.L.S. # 8059

Date: 11/28/12



Etiwanda Creek Channel  
Parcel 103  
1D090/09003  
A.P.N. 0228-091-07 (Ptn.)  
11/28/2012



EXHIBIT "B"

THE DEED

DRAFT